

CLERK'S OFFICE U.S. DIST. COURT  
AT LYNCHBURG, VA  
FILED

6/17/2022

JULIA C. DUDLEY, CLERK  
BY: s/ A. Little  
DEPUTY CLERK

IN THE U.S. DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
LYNCHBURG DIVISION

PETTY, LIVINGSTON, DAWSON & )  
RICHARDS, PC, as Conservator of the Estate of )  
JONATHAN JAMES BREWSTER WARNER )  
Plaintiff, )  
v. ) Case No. 6:19CV00055  
CENTRA HEALTH, INC., et al. )  
Defendants. )

**ORDER APPROVING SETTLEMENT**

THIS DAY CAME the remaining parties jointly, by counsel, pursuant to Virginia Code § 8.01-424 seeking approval of a compromise settlement for the alleged injuries to Jonathan James Brewster Warner.

Upon consideration of the evidence, the Court finds as follows:

1. On January 11, 2016, Mr. Warner was injured as a result of a shooting in Lynchburg, Virginia.
2. On July 14, 2017, Ruth Ann Warner qualified as Mr. Warner's Guardian in Amherst County Circuit Court.
3. Ms. Warner, on behalf of Mr. Warner, thereafter filed this suit against numerous defendants seeking recovery for Mr. Warner's injuries. The defendants denied liability and asserted various defenses.
4. By Memorandum Opinion and Order dated November 20, 2020 (Docs. 86 & 87), the Court granted in part various motions to dismiss, thereby eliminating certain defendants entirely from the case and dismissing certain claims against those defendants that remained.

5. The Court had previously approved a partial settlement with Defendant Baskerville Architecture, Inc., in the amount of \$150,000. (Doc. 85.) The Court subsequently approved a partial distribution of those funds, allowing \$44,912 to be placed into the Jonathan Warner SNT Subtrust, u/a dated December 2, 2021. The Court authorized the same amount, \$44,912, to be distributed to Plaintiff's counsel for fees and costs.<sup>1</sup> The remainder, \$60,176, was to be held in trust pending resolution of the remainder of the case due to liens asserted by the Commonwealth of Virginia. (Doc. 148.)

6. By Joint Stipulation dated January 4, 2022, (Doc 152), the parties stipulated to the dismissal with prejudice of all claims against Defendant Dr. Michael Dunlop.

7. On February 23, 2022, the Amherst County Circuit Court entered an Order appointing Petty, Livingston, Dawson & Richards, PC, as Conservator of Jonathan Warner's Estate. (Doc. 176-1.)

8. Therefore, by Order dated April 27, 2022, the Court substituted Petty, Livingston, Dawson & Richards, PC, as Conservator of the Estate of Jonathan James Brewster Warner, as the Plaintiff in this matter. (Doc. 178.)

9. By Joint Stipulation dated May 4, 2022, the parties stipulated to the dismissal with prejudice of all claims against Defendant Michael Judd. (Doc. 184.) As a result, the only remaining Defendants in this matter are Centra, Inc., and Wesley Gillespie.

10. At a judicial settlement conference before United States Magistrate Judge Robert S. Ballou, the remaining Defendants, or insurers acting on their behalf, agreed to resolve the

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<sup>1</sup> This amount was divided equally between Plaintiff's counsel, MichieHamlett PLLC and James River Legal Associates. MichieHamlett PLLC applied its portion, \$22,456, to outstanding costs and none to attorney's fee. James River Legal Associates has applied \$19,705.39 of its portion to its outstanding costs, leaving the remaining \$2,750.61 to be applied as attorney's fee.

remaining claims for a total of \$2,600,000, pursuant to a Confidential Settlement Agreement and Full and Final Release the terms and conditions of which control.

11. Plaintiff, Petty, Livingston, Dawson & Richards, PC, as Conservator of the Estate of Jonathan James Brewster Warner, believes, and affirmed in open court, that this settlement is fair and reasonable under the circumstances.

12. Plaintiff has been and is represented by MichieHamlett PLLC and James River Legal Associates (the Law Firms), which have rendered valuable legal assistance and engaged in extensive litigation on behalf of Plaintiff and Mr. Warner. Plaintiff's counsel represented in open court that they too believe this settlement to be fair and reasonable under the circumstances of this case.

13. The Law Firms have also advanced significant sums on behalf of Plaintiff and Mr. Warner in prosecuting this action, including but not limited to expert witness fees, court costs, travel costs, and other litigation expenses. The Law Firms provided the Court with an itemization of the expenses for which they seek reimbursement out of this settlement, and the Court finds that they are reasonable given the complexities of this case.

14. Accordingly, in light of the consent of all parties in interest, and it otherwise appearing proper under the circumstances, the Court **APPROVES** the proposed settlement and **DIRECTS** that payment in the amount of \$2,600,000 be made to MICHIEHAMLETT PLLC, counsel for Plaintiff, and that such payment be distributed as follows<sup>2</sup>:

a.	To MichieHamlett PLLC for attorney's fees	\$481,250.00
b.	To James River Legal Associates for attorney's fees	\$478,499.39

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<sup>2</sup> The attorney's fee is based upon a contractual 35% contingency fee applied to the \$2,750,000 total settlement value of all claims on behalf of Mr. Warner. As referenced *supra* note 1, James River Legal Associates has already received \$2,750.61 in fee.

c.	To MichieHamlett PLLC for advanced costs	\$210,379.71
d.	To Jonathan Warner SNT Subtrust, u/a dated December 2, 2021	\$1,429,870.90

15. MichieHamlett PLLC shall continue to hold the above-referenced \$60,176 from the prior settlement in trust pending lien resolution. The Court will retain jurisdiction to adjudicate any dispute regarding the lien should one arise. Any amounts left from this fund following lien resolution shall be paid to the Jonathan Warner SNY Subtrust, u/a dated December 2, 2021.

It is further **ORDERED** that Centra Health, Inc. and Wesley Thomas Gillespie, and their respective insurers, indemnitors, heirs, executors, administrators, assignees, officers, directors, stockholders, members, managers, agents, employees, servants, parent corporations, subsidiaries, related or affiliated corporations, and successors in interest are completely released and forever discharged from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, expenses and compensation of any nature whatsoever, based on any theory of recovery and whether for compensatory, punitive or other damages, which the Plaintiff and others who may claim through them now have or which they may hereafter accrue or otherwise be acquired on account of the alleged liability of Centra Health, Inc. and/or Wesley Thomas Gillespie in connection with the January 11, 2016 shooting and subsequent injuries of Jonathan James Brewster Warner.

On motion of the parties, this action is hereby **DISMISSED**, with prejudice. Nothing further remaining to be done herein, this action is stricken from the docket of the Court.

ENTER: 6 / 17 / 2022

  
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NORMAN K. MOON  
SENIOR UNITED STATES DISTRICT JUDGE

**ENDORSEMENTS ON FOLLOWING PAGES**

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/s/ Haley Mathis

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